

Executed in 7 Counterparts of
which this is Counterpart No. 2

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THIS SUPPLEMENTAL AGREEMENT, made and entered into as of
July 15, 1973, by and between

FIRST NATIONAL CITY BANK, a national banking association duly
incorporated and existing under the laws of the United States of
America (the "Trustee"), of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation (the
"Company"), of the second part;

W I T N E S S E T H: THAT

WHEREAS, by agreement (the "Agreement"), dated as of
December 1, 1972, between the Trustee and the Company there was con-
stituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 1 of 1972; and

WHEREAS, by the Agreement the Trustee did let and lease to
the Company certain railroad equipment therein particularly described
for a term from and after December 1, 1972, to and including Decem-
ber 1, 1987, upon the terms and conditions therein specified; and

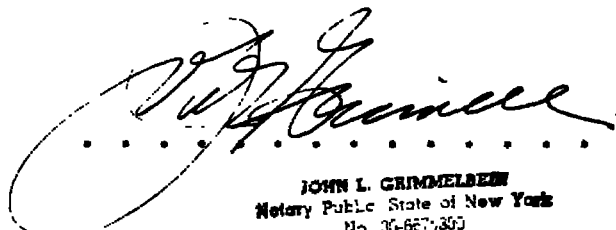
WHEREAS, in the last paragraph of Section 3.4 of the Agree-
ment, it is provided that if the aggregate final cost of the trust
equipment therein described shall be less than 125% of the aggregate
principal amount of Trust Certificates issued thereunder, the Company
will cause to be sold, assigned, transferred and set over unto the
Trustee additional equipment in such amount and of such cost that the
aggregate final cost of the trust equipment will be at least 125%
of the aggregate principal amount of such Trust Certificates; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 3.4 of the Agreement, now proposes to cause
to be sold, assigned, transferred and set over unto the Trustee, as
trustee under the Agreement, eighteen (18) new 100-ton 1600 cu. ft.
capacity Hopper Cars bearing road numbers 79945 to 79962, both
inclusive (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and of
the sum of One Dollar (\$1.00) paid by the Trustee to the Company
at or before the signing and delivery hereof, the receipt of which
is hereby acknowledged, and in consideration of the rents and covenants
in the Agreement provided for and contained, the Company does hereby

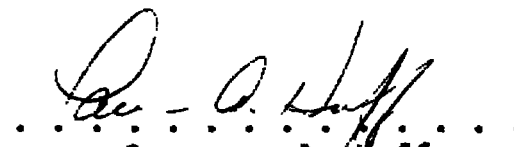
STATE OF NEW YORK,)
) ss:
County of New York.)

On this 8th day of August, 1973, before me personally appeared E. J. JAWORSKI, to me personally known, who being by me duly sworn, says that he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


.....
JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 36-627-393
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1974

DISTRICT OF COLUMBIA.

On this 3rd day of August, 1973, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


.....
Lawrence A. Huff
Notary Public in and for
the District of Columbia.

My commission expires June 30, 1977.

assign to the Trustee all its right, title and interest under the contract for the construction of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement, to wit, to and including December 1, 1987, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original railroad equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK,
By

... *E. T. Houch* ...
Trust Officer

ATTEST:

... *A. J. Allen* ...
Associate Trust Officer

SOUTHERN RAILWAY COMPANY,
By

... *K. G. Hoecker* ...
Vice President

ATTEST:

... *K. A. Allen* ...
Assistant Secretary